

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

Shirley Caldwell,

Plaintiff,

vs.

Credit Acceptance Corporation,

Defendants.

Civil No. 3:17-CV-00626-MOC-DSC

**Consent Order Compelling Arbitration
and Staying Action**

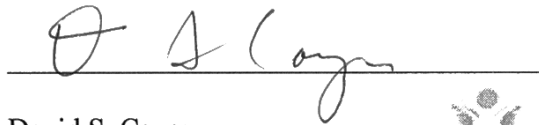
Before the Court is the Consent Motion to Compel Arbitration (Document #5) filed on December 21, 2017, by Defendant Credit Acceptance Corporation (“Credit Acceptance”) with the consent of Plaintiff Shirley Caldwell (“Plaintiff”). Because the parties have agreed to arbitrate the claims in this action and the facts, law, and record support their Motion, the Court **GRANTS** the Motion and **FINDS** as follows:

1. Plaintiff filed her Complaint against Defendant Credit Acceptance on October 26, 2017.
2. Credit Acceptance requested that Plaintiff stipulate to binding arbitration per the Retail Installment Contract and Arbitration Clause.
3. Plaintiff and Credit Acceptance have agreed to arbitration, and shall voluntarily submit their respective claims and counterclaims to binding non-judicial arbitration.
4. The arbitration shall be conducted through either the American Arbitration Association or JAMS.
5. Credit Acceptance shall be responsible for all fees and costs associated with the filing of arbitration and payment of the arbitrators’ fees; however, Plaintiff shall be responsible for initiating arbitration and paying the initial filing fee.

6. The parties will be responsible for their respective attorneys' fees and costs.
7. This action against Credit Acceptance is **STAYED** until the arbitration is complete or the Court is otherwise notified.
8. The parties shall file a status report within ninety days of this Order and every ninety days thereafter.

IT IS SO ORDERED.

Signed: December 21, 2017

A handwritten signature in cursive script, appearing to read "D S Cayer", is written over a horizontal line.

David S. Cayer
United States Magistrate Judge

